

9025 /SHV
CICHANOWICZ, CALLAN, KEANE,
VENGROW & TEXTOR, LLP
Attorneys for Pegasus Maritime, Inc.
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(212) 344-7042

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

BEST FOODS, INC.,

Plaintiff,

-against-

M/V "MAERSK GEORGIA," her engines,
boilers, etc.

-and against-

PEGASUS MARITIME, INC.,

Defendants.

PEGASUS MARITIME, INC.,

Defendant/Third Party Plaintiff,

- against -

MAERSK, INC.

Third Party Defendant.

ECF CASE

Civil Case 07 Civ 7187

**PEGASUS MARITIME, INC.'S
THIRD PARTY COMPLAINT**

Pursuant to Rule 14(c) of the Federal Rules of Civil Procedure, Defendant and Third Party Plaintiff Pegasus Maritime, Inc. by its attorneys Cichanowicz, Callan, Keane, Vengrow & Textor, LLP as and for a Third-Party Complaint against Third Party Defendant Maersk, Inc. is

tendering the Third-Party Defendant directly to Plaintiff and alleges upon information and belief as follows:

1. The underlying claim is an admiralty and maritime claim within the meaning of Rule 9 (h) of the Federal Rules of Civil Procedure.
2. Defendant and Third-Party Plaintiff Pegasus Maritime, Inc. is a corporation located at 7 Dey Street, New York, New York 10007.
3. Upon information and belief, Maersk, Inc. is a corporation or other business entity organized and existing under and by virtue of the laws of a foreign country, and trades or otherwise does business in the U.S., including New York, and is located at 2 Giralda Farms, Madison Avenue, P.O. Box 0800, Madison, New Jersey 07940-0880.
4. Plaintiff has filed suit against Pegasus alleging \$60,000.00 in damages for a shipment alleged to be short, slack and in a damaged condition. A copy of the Summons with Verified Complaint and Pegasus' Answer is attached as Exhibit 1.
5. As the ocean carrier, Third-Party Defendant Maersk, Inc. is directly liable to plaintiff for the alleged damage, if any, which is denied by Pegasus.
6. In the alternative, if Defendant and Third-Party Plaintiff suffered liability as alleged in the Summons with Notice, which is denied, such liability was caused solely by the negligence, gross negligence, breach of contract and/or breach of warranty, expressed or implied by the Third-Party Defendant Maersk, Inc.
7. As a result of the foregoing, Third-Party Defendant Maersk, Inc. should be required to contribute and/or indemnify Pegasus for any amount it may be required to pay including costs, disbursements and reasonable attorney's fees incurred by Pegasus in this action.

WHEREFORE, Defendant Third-Party Plaintiff Pegasus demands:

1. Judgment against Third-Party Defendant Maersk, Inc. directly to Plaintiff for all damages.

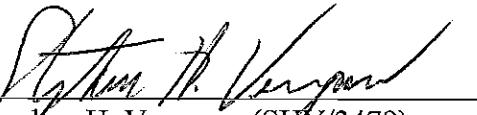
2. In the alternative a judgment against Maersk, Inc. for all sums that may be adjudged against Defendant and Third-Party Plaintiff Pegasus in favor of Plaintiffs, together with the cost and disbursements of this action including reasonable attorney's fees.

Dated: October 15, 2007

Respectfully submitted

CICHANOWICZ, CALLAN, KEANE,
VENGROW & TEXTOR, LLP
Attorneys for Defendant/Third-Party Plaintiff
Pegasus Maritime, Inc.

By:


Stephen H. Vengrow (SHV/3479)
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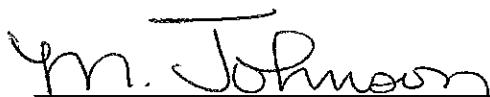
To: McDermott & Radzik, LLP
Attorneys for Plaintiff
Wall Street Plaza
88 Pine Street
New York, New York 10005
Attn: William R. Connor, III, Esq.

CERTIFICATE OF SERVICE BY REGULAR U.S. MAIL

The undersigned declares under penalty of perjury that the following is true and correct:

1. I am over the age of eighteen years and I am not a party to this action.
2. On October 15, 2007, I served a complete copy of **Defendant Pegasus Maritime, Inc.'s Third Party Complaint** to the following attorneys by regular U.S. mail at the following address:

To: McDermott & Radzik, LLP
Attorneys for Plaintiff
Wall Street Plaza
88 Pine Street
New York, New York 10005
Attn: William R. Connor, III, Esq.



Maria Johnson

DATED: October 15, 2007
New York, New York